

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	)	Chapter 11
	)	
W.R. GRACE & CO., et al.,	)	Case No. 01-1139(JKF)
	)	
Debtors.	)	Jointly Administered
	)	

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**ARROWOOD'S OBJECTIONS TO THE LIBBY CLAIMANTS' DEPOSITION  
DESIGNATIONS FOR PHASE II**

**EXHIBIT A**

Dated: August 20, 2009  
New York, New York

Garvan F. McDaniel, Esq. (#4167)  
BIFFERATO, GENTILOTTI LLC  
800 N. King Street, Plaza Level  
Wilmington, DE 19801  
(302) 429-1900 Phone  
(302) 429-8600 Fax

-and-

Carl J. Pernicone, Esq.  
WILSON, ELSER, MOSKOWITZ  
EDELMAN & DICKER, LLP  
150 East 42nd Street  
New York, NY 10017-5639  
Telephone: (212) 490-3000

-and-

Tancred Schiavoni, Esq.  
Gary Svirskey, Esq.  
O'MELVENY & MYERS LLP  
7 Times Square  
New York, New York  
(212) 326-2267

*Counsel to Arrowood Indemnity  
Company, f/k/a Royal Indemnity Company*

Designation	Summary	Objection(s)
<b>Deposition of Peter Van N. Lockwood</b>		
96:3 to 97:20	<ul style="list-style-type: none"> <li>How a settled asbestos insurance company on Exhibit 5 ascertains the scope of the protection it is afforded by the Asbestos PI Channeling Injunction.</li> </ul>	<ul style="list-style-type: none"> <li>Legal conclusion</li> <li>Hearsay as to Arrowood</li> </ul>
116:14 to 118:12	<ul style="list-style-type: none"> <li>Whether the claims that Scotts, Kaneb, BNSF, and Libby may have through any of the insurance policies are being extinguished by virtue of Section 7.22(d)(ii).</li> </ul>	<ul style="list-style-type: none"> <li>Legal conclusion</li> <li>Hearsay as to Arrowood</li> </ul>
389:19 to 392:12	<ul style="list-style-type: none"> <li>The standard for allowing or disallowing an asbestos PI claim under Section 502.</li> </ul>	<ul style="list-style-type: none"> <li>Legal conclusion</li> <li>Hearsay as to Arrowood</li> </ul>